

LAW OFFICES
W. JEROME OFFUTT, P.A.
ASSIGNEE'S SALE

Assignee's Sale of real estate in Catoclin District, Frederick County, Maryland. By virtue of the power and authority of sale contained in a certain Mortgage from Merle C. Summers and Charlotte M. Summers, his wife, and Daisy M. Lewis, unto the Farmers and Mechanics National Bank, Frederick, Maryland, dated September 16, 1974 and recorded in Liber 947, folio 865, one of the Land Records of Frederick County, Maryland and having been Assigned unto Howard C. Marker and Vera V. Marker, his wife, dated January 23, 1979 and recorded in Liber 1073, folio 946, one of the aforesaid Land Records and pursuant to a Consent Order of the U.S. Bankruptcy Court, Case 83-A-1526, dated February 13, 1984, allowing a Foreclosure Proceeding. Default having occurred in the payment of the obligation secured thereto and the said Mortgage having been Assigned to the undersigned Assignee, for the purpose of Foreclosure, the Assignee hereinafter named will sell at public auction in front of the main entrance of the Courthouse Door in Frederick County, Maryland, located at 100 West Patrick Street, on

TUESDAY, JULY 31, 1984

AT 12:00 NOON E.D.T.

all that real estate situate, lying and being in Catoclin District, Frederick County, Maryland, and containing 0.51 acres of land, more or less, and more particularly described and known as 11201 Highland School Road, Myersville, Maryland.

The above parcel being only Parcel No. II of the real estate described and conveyed in a Deed dated September 16, 1974 and recorded in Liber 947, folio 863, one of the Land Records of Frederick County, Maryland.

Said property is improved with a cinder block frame home, built about 1960, having five rooms and one bath, furnace, well and septic.

TERMS OF SALE: This advertisement, as amended or supplemented by any oral announcements during the conduct of sale, constitutes the Assignee's entire statement relative to the premises described herein and the terms and conditions upon which such premises shall be offered for sale, sold or purchased. The Assignee reserves the unqualified right to withdraw the premises at any time prior to the sale. In the event the Assignee determines that any opening bid is not commensurate with the value of the premises, he may reject the same and withdraw the premises from sale. The highest bidder acknowledged by the Assignee shall be the purchaser. In the event of any dispute among the bidders, the Assignee shall have the sole and final discretion either to determine the successful bidder or to then and there reoffer and resell the premises.

The premises are sold subject to any and all covenants, conditions, restrictions, easements, rights-of-way and limitations of record.

All Cash. A deposit of \$2,000.00 in cash, certified check or some other form of exchange acceptable to the Assignee in his sole and absolute discretion, will be required at the time of sale, with the balance to be paid with interest at the rate of ten percent (10%) per annum, from the date of sale to the date of settlement. If the property is sold to Mortgagee, then no deposit shall be required nor will any interest be paid to date of settlement. Settlement shall be held within 5 days after the final ratification of the sale by the Circuit Court for Frederick County, Maryland.

Adjustment on all taxes, public charges and special and regular assessments will be made to the date of sale and thereafter assumed by the purchaser. Costs of title examination, attorney's fees, conveyancing, state and local transfer taxes, documentary taxes, deed, recordation taxes and fees and all other costs incident to the settlement are to be paid by the purchaser.

Prospective bidders and other interested parties may obtain additional or more detailed information concerning this sale by contacting the attorney for the Assignee during normal business hours at 22 West Second Street, Frederick, Maryland 21701, or by telephone at 662-8248 or (301) 948-5633.

W. JEROME OFFUTT,
Assignee

W. JEROME OFFUTT, P.A.
 Attorneys for Assignee
 By: JOHN N. BURDETTE
 22 West Second Street
 Frederick, Maryland 21701
 (301) 662-8248 or 948-5633

DANIEL C. POOLE, Auctioneer
 (301) 473-8100

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I/We/It hereby acknowledge (s) that I/We/It have/has this 31st day of July, 1984, purchased at public sale from W. Jerome Offutt, Assignee in Equity No. 34661, the real estate and improvements known as 11201 Highland School Road, Myersville, Maryland 21701, also being a part of the same real estate described and conveyed in a Deed, dated September 16, 1974 and recorded in Liber 947, folio 863, one of the Land Records of Frederick County, Maryland and more particularly described in the annexed copy of the advertisement for the sum of

Two thousand
 (2,000) Dollars, and I/We/It

It hereby covenant (s) to comply with the terms of sale set forth in said advertisement and announced by the auctioneer on the day of sale.
 WITNESS My/Our/Its hand (s) and seal (s).

[Signature] (SEAL)

[Signature] (SEAL)

WITNESS:

[Signature]

RECEIPT

RECEIVED OF purchaser the sum of Two Thousand (\$2,000.00) Dollars as a deposit in compliance with the terms of the sale.

Dated this 31st day of July, 1984.

[Signature]
 W. Jerome Offutt
 Assignee

Full Aug. 6, 1984

"C.P. of Sale"